

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Reliable Food Corporation
t/a New Star Market

Application for a Retailer's Class
B License – renewal
at premises
2205 4th Street, N.E.
Washington, D.C.

Case No. 11516-04/048P
2004-33

James D. Berry, Jr., Chairman on behalf of the Advisory Neighborhood Commission
5C, Protestant

Chung K. Choe, President on behalf of Reliable Food Corporation

BEFORE: Charles A. Burger, Chairperson
Vera Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member

**ORDER ON WITHDRAWN PROTEST
AND VOLUNTARY AGREEMENT**

The application, having been protested, came before the Board on December 17, 2003, in accordance with D.C. Official Code Section 25-601 (2000 Edition). James D. Berry Jr., Chair, on behalf of the Advisory Neighborhood Commission 5C, filed timely opposition.


The official records of the Board reflect that the parties have reached an agreement that has been reduced to writing and has been properly executed and filed with the Board. Pursuant to the agreement, dated January 29, 2004, the protestant has agreed to withdraw the opposition, provided, however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the agreement.

**Reliable Food Corporation
t/a New Star Market
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Accordingly, it is this _____ day of _____ 2004, **ORDERED**
that:

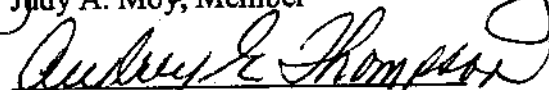
1. The opposition of James D. Berry Jr., Chair, on behalf of the Advisory Neighborhood Commission 5C, is **WITHDRAWN**;
2. The application of Reliable Food Corporation t/a New Star Market for a retailer's class B license (renewal) at 2205 4th Street, N.E., Washington, D.C. is **GRANTED**;
3. The above-referenced agreement between the parties is **INCORPORATED** as part of this Order; and
4. Copies of this Order shall be sent to the Protestant and the Applicant.


District of Columbia
Alcoholic Beverage Control Board


Charles A. Burger, Chairperson

Vera Abbott, Member


Judy A. Moy, Member


Audrey E. Thompson, Member


Peter B. Feather, Member

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
ADVISORY NEIGHBORHOOD COMMISSION 5C**

**POST OFFICE BOX 77761
WASHINGTON, D.C. 20013**

**TELEPHONE: (202) 832-1965/1966 - FAX: (202) 832-1969
www.anc5c.org**

Cooperative Agreement

between

**New Star Supermarket and Advisory Neighborhood Commission 5C
(ANC 5C)**

WHEREAS, *Reliable Food Corporation*, ("Licensee") has applied to renew an Alcoholic Beverage Control Retail Class A license for the business trading as *New Star Supermarket*, located at 2205 4th Street, N.E.; Ret. -Renewal Application No.: 10031; and

WHEREAS, the Licensee and ANC 5C have discussed the concerns of the neighborhood and have reached an understanding relating to the operation of the Licensee's business, as well as the level of cooperation that shall exist between the Licensee and ANC 5C;

NOW, THEREFORE, in consideration of the Licensee's commitment to fully comply with the terms of this Cooperative Agreement, as set forth herein, ANC 5C agrees to withdraw its protest of the renewal of its license. Specifically, the Licensee agrees to the following:

1. That the Licensee will comply with all laws and regulations governing the operations of the establishment at 2205 4th Street, N.E., within the District of Columbia, including the laws and regulations governing the Class A (Retail) license to which this Cooperative Agreement applies, as applied for and previously approved by the District of Columbia in the name of the Licensee;
2. That the Licensee and its officers and employees will cooperate with Advisory Neighborhood Commission 5C ("ANC") to address any alleged violation of the laws and regulations referred to in Item One (1), and in any request by the ANC that the appropriate enforcement agency investigate any alleged violation.
3. That the Licensee will not sell alcohol before or after ABC regulated hours.
4. That the Licensee will keep the public space surrounding its business free of debris and trash.
5. That the Licensee will take reasonable measures to ensure that the immediate environs of the location are kept free of litter and debris. The "immediate environs" is defined in Section 720.2 of the ABC regulations as including "all property on which the premises are located; all property used by the licensee to conduct business, whether part of the premises or not; including parking lots and portions of alleys, sidewalks, or other public

property immediately adjacent to the premises or adjacent to the property used by the licensee to conduct business."

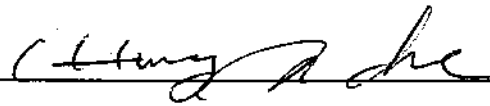
6. That the Licensee will take appropriate measures to prevent loitering in front of the business, including contacting the Metropolitan Police Department and maintaining a written record of such contacts.
7. That the Licensee will post "No Loitering" signs in a prominent place on the exterior of its establishment.
8. That the Licensee agrees to work with ANC 5C to resolve problems that the commission brings to its attention. Specifically, the Licensee agrees to respond within seven (7) business days to any written complaint that it receives from ANC 5C and further agrees to document its efforts to respond to such complaints.
9. That the Licensee will not provide "go cups" to customers. A "go-cup" is defined in Section 709.7 of the ABC regulations as a "drinking utensil provided at no charge or a nominal charge to customers for the purpose of consuming (alcoholic) beverages."
10. That the Licensee will not sell or provide miniature bags of ice to customers.
11. That the Licensee will not sell single cigarettes; nor rolling paper, crack bags, or other drug paraphernalia to customers.
12. That the Licensee will not advertise alcoholic beverages on the exterior walls of the property used by the licensee to conduct business.
13. That the Licensee will promptly remove or paint over any graffiti written on the exterior walls of the property used by the licensee to conduct business.
14. That the Licensee will post signs in English, advising its customers that the licensee will not sell alcohol to intoxicated persons.
15. That the Licensee will not sell or deliver alcohol in any form to any intoxicated person, any person who appears to be intoxicated, or to any person whom the Licensee knows to be an abuser of alcohol.
16. That the Licensee will not sell or deliver alcohol in any form to any person under 21 years of age.
17. That the Licensee will take all precautions to avoid the sale of alcohol in any form to anyone accompanying a person who has been denied service, if it appears that an attempt is being made to buy alcohol for the person who has been denied service.
18. That the Licensee agrees to work with the ANC 5C to resolve problems that the commission brings to its attention. Specifically, the Licensee agrees to respond within seven (7) business days to any written complaint that it receives from ANC 5C and further agrees to document its efforts to respond to such complaints.

19. That the Licensee will provide the community (via ANC 5C) at least ninety (90) days notice of any intention to place the business on the market, i.e., should the Licensee make a decision to sell or transfer its business.
20. That the Licensee agrees to post this Cooperative Agreement, alongside his ABC license.
21. That the Licensee gives its assurance that all of its employees will adhere to the provisions of this agreement, particularly with respect to the sale of alcohol in any form.

The provisions of this Cooperative Agreement shall become part of the conditions of the ABC license and shall remain in force upon renewal or transfer of the liquor license. Violations of this Cooperative Agreement by the Licensee, or the Licensee's failure to implement measures called for in this Cooperative Agreement, shall be considered just cause for the ABC Board to immediately suspend or revoke the ABC license granted to its establishment.

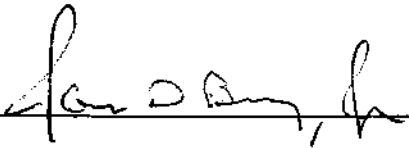
AGREED:

For the Licensees:



Date: 7/27/04

For Advisory Neighborhood Commission 5C:



Date: 1/29/04

JDB